RULES UNDER ACT XII OF 1884

AGRICULTURISTS' LOANS

SPECIAL RULES AS TO LOANS TO BE MADE TO OWNERS AND OCCUPIERS OF ARABLE LAND FOR THE PURPOSE OF SUGAR CULTIVATION IN CERTAIN TALUKAS OF THE POONA DISTRICT

Notn. No. 3948, F. D., 29th Sept. 1908, B. G., 1908. Pt. I, p. 1536, as amended by Notns. No. 1548, F. D., 25th Apr. 1910, and No. 1944, F. D., 9th June 1911.

In exercise of the powers conferred by section 4 of the Agriculturists Loans Act, 1884, and in addition to the rules published by the Notification of Government in the Revenue Department, No. 678, dated the 27th January 1886, as subsequently amended from time to time, the Governor in Council is pleased to make the following special rules as to loans to be made to owners and occupiers of arable land for the purpose of sugarcane cultivation in the talukas of Purandhar, Bhimthadi and Indapur of the district of Poona, namely :—

1. Every application for a loan in respect of sugarcane cultivation shall be made to the Special Officer appointed in this behalf by Government.

2. The Special Officer before granting the loan make such personal inquiry as may seem to him necessary subject to the special or general orders in this behalf of Government.

3. The Special Officer may, if satisfied with the result of such inquiry, grant the loan whether the applicant is in arrears or not for land revenue or other demand of Government.

4. The Special Officer shall not grant loans in respect of the same sugarcane crop exceeding in the aggregate Rs. 450 per acre of the land cropped or to be cropped or Rs. 4,000, per crop.

5. The Special Officer shall advance the loans personally in the presence of the village officers or other respectable witnesses in such instalments and at such seasons as the Special Officer may fix subject to the special or general orders in this behalf of Government, and the loans shall be repayable upon the sale of the jagri produced from the sugarcane crop or upon the prior expiration of such period as the Special Officer may fix, subject to the special or general orders in this behalf of Government.

6. When the loans are advanced for the purchase of manure or oil-cake, the Special Officer may take measures to purchase the same and hand them over to the applicant subject to the special or general orders in this behalf of Government.

7. The rate of interest shall be 9 $\frac{3}{8}$ per cent. per annum.

8. Security bonds in the form prescribed in Appendix A shall be taken at the time of payment of first advances. Security bonds in the form prescribed in Appendix B may be taken at the time of making any advance after the sugarcane crop has already come into existence and is actually growing on the land. When a security

bond is taken in the form prescribed in Appendix B, actual possession shall be taken of the crop, which shall then be handed back to the applicant for management as agent or servant after taking from him an agreement in the form prescribed in Appendix C.

Receipts in the form prescribed in Appendix D shall be taken at the time of payment of all advances other than first advances or advances in respect of which security bonds in the form prescribed in Appendix B have been taken.

APPENDIX A.*

Whereas I , profession , residing at the village of , in the taluka of , in the district of , have this day received a loan of Rs. from the Secretary of State for India in Council for the purpose of† (preparing land, and purchasing and applying manure for) the plantation of acres gunthas of sugarcane crop in the holding which is at present in my possession and enjoyment, namely, ‡ (Survey No. measuring (a portion measuring acres acres gunthas gunthas as shown in the plan drawn in the margin hereof out of Survey No.) situated in the village of , taluka , in the district of Poona.

And whereas I shall require hereafter further loans from the said Secretary of State† (for the purchase of seed and for weeding) up to a maximum of Rs. per acre, including the present and all such further loans.

Now therefore I hereby bind myself and do agree to repay the present loan and all such further loans as may hereafter be made to me at the discretion of the said Secretary of State or his Special or other officer appointed in this behalf up to the said maximum together with simple interest at the rate of $9\frac{3}{8}$ per cent. per annum on the said loan and all such further loans upon the sale of jagri made from the said sugarcane crop or the expiration of months from this day, whichever event shall first occur.

And in case of my making any default therein I hereby bind myself and do agree that the said loans with interests and costs of recovery shall be recoverable at once as an arrear of land revenue as provided by section 187 of the Bombay Land Revenue Code, 1879, and by section 5 of the Agriculturists' Loans Act, 1884.

And as Security for the repayment as aforesaid of the said loans upto the said maximum with interest I do hereby mortgage to the said

* If the land is taken in mortgage the deed should be registered under section 89 of the Registration Act, 1877, as required by section 59, Transfer of Property Act, 1852, and the mortgage should be reported under section 4 of the Record of Rights Act, 1903.

† Enter details as required.

‡ Enter whichever is appropriate.

Secretary of State* (all my right, title and interest in the said holding together with) the said sugarcane crop and the jagri to be made from the said crop and I do hereby authorize the said Secretary of State or his Special or other officer appointed in this behalf to take possession at any time of the said crop and the said jagri and to convert the said crop into jagri and to sell the said crop or the jagri made therefrom and after deducting from the proceeds of the sale the expenses thereof including the brokerage and the expenses of converting the said crop into jagri and of storing the said jagri to repay to the said Secretary of State the amount due on account of the said loans with interest and to pay to me the balance.

And I do hereby agree that it shall be lawful for the Secretary of State or his Special or other officers appointed in this behalf to sell the said crop or the jagri made therefrom and to do all acts necessary for the purpose of such sale without the intervention of the Court under section 69 of the Transfer of Property Act, 1882, in either of the following cases, namely :—

(*a*) where the said loans or any part thereof have become due and notice in writing requiring payment thereof has been served on me and I have made default in payment for three months after such service, or

(*b*) where some interest on the said loans amounting to at least 500 rupees is in arrear and unpaid for three months after becoming due.

In witness whereof I the said have hereunto set my hand this day of one thousand nine hundred and

(Borrower's signature)

(Two witnesses)

†(We) / (I) hereby declare (ourselves sureties) / (myself surety) for the abovesaid that we shall do and perform all that he has above undertaken to do and perform and in case of his making default therein (We) / (I) hereby bind (ourselves) / (myself) and do (agree severally and jointly) / (agree) to perform the same.

Dated

(Signature)

* These words may be omitted in case the borrower is only a lessee of the land or in case the land is already mortgaged to third persons, if the mortgage of the land is not considered necessary by the Special or other officer appointed in this behalf by Government.

† These words may be added in case the borrower is only a lessee of the land or in case the land is already mortgaged to third persons, if sureties are considered necessary by the Special or other officer appointed in this behalf by Government.

APPENDIX B.*

Whereas I, , profession , residing at the village of in the taluka of in the district of , have this day received from the Secretary of State for India in Council a loan of Rs. in respect of †(manure)/(oil-cake) for the sugarcane crop of acres gunthas growing in the holding which is at present in my possesssion and enjoyment, namely, † (Survey No. / (a portion measuring acres gunthas) measuring acres gunthas as shown in the plan drawn in the margin hereof out of Survey No.) situated in the village of taluka in the district of Poona.

Now therefore I hereby bind myself and do agree to repay the said loan together with all future loans which I may hereafter receive from the said Secretary of State in respect of the said sugarcane crop together with simple interest at the rate of $9\frac{3}{8}$ per cent. per annum on the said loan and all such future loans upon the sale of the jagri made from the said crop or the expiration of months from this day, whichever event shall first occur.

And in case of my making any default therein I hereby bind myself and do agree that the said loans with interest and costs of recovery shall be recoverable at once as an arrear of land-revenue as provided by section 187 of the Bombay Land Revenue Code, 1879, and by section 5 of the Agriculturists' Loans Act, 1884.

And as Security for the repayment as aforesaid of all the said loans with interest I do hereby mortgage with possession to the said Secretary of State‡ (all my right, title and interest in the said holding together with) the said sugarcane crop and the jagri to be made from the said crop and I do hereby authorize the said Secretary of State or his Special or other officer appointed in this behalf to convert the said crop into jagri and to sell the said crop or the jagri made therefrom and after deducting from the proceeds of the sale the expenses thereof including brokerage and the expenses of converting the said crop into jagri and of storing the jagri to repay to the said Secretary of State the amount due on account of the said loans with interest and to pay to me the balance. And I do hereby agree that it shall be lawful for the Secretary of State or his Special or other officers appointed in this behalf to sell the said crop or the jagri made therefrom and to do all acts necessary for the purpose of such sale without the intervention of the Court under section 69 of the

* If the land is taken in mortgage the deed should be registered under section 89 of the Registration Act, 1877, as required by section 59, Transfer of Property Act, 1882, and the mortgage should be reported under section 4, Record of Rights Act, 1903.

† Enter whichever is appropriate.

‡ These words may be omitted in case the borrower is only a lessee of the land or in case the land is already mortgaged to third persons, if the mortgage of the land is not considered necessary by the Special or other officer appointed in this behalf by Government.

Transfer of Property Act, 1882, in either of the following cases, namely:—

(*a*) where the said loans or any part thereof have become due and notice in writing requiring payment thereof has been served on me and I have made default in payment for three months after such service, or

(*b*) where some interest on the said loans amounting to at least 500 rupees is in arrear and unpaid for three months after becoming due.

In witness whereof I the said have hereunto set my hand this day of one thousand nine hundred and

(Borrower's signature)

(Two witnesses)

*$\frac{\text{(We)}}{\text{(I)}}$ hereby declare $\frac{\text{(ourselves sureties)}}{\text{(myself surety)}}$ for the abovesaid that he shall do and perform all that he has above undertaken to do and perform, and in case of his making default therein, $\frac{\text{(We)}}{\text{(I)}}$ hereby bind $\frac{\text{(ourselves)}}{\text{(myself)}}$ and do $\frac{\text{(agree severally and jointly)}}{\text{(agree)}}$ to perform the same.

Dated (Signature)

Appendix C.

Whereas by a security bond dated , I profession residing at the village of , in the taluka of , in the district of , have mortgaged with possession to the Secretary of State for India in Council sugarcane crop in the holding therein mentioned.

And whereas in accordance with the said security bond I have given possession to the said Secretary of State of the said crop.

And whereas I have this day been replaced in possession of the said crop on behalf of the said Secretary of State for the purpose of rearing the same and converting it when ready into jagri and of bringing the jagri to such place as the said Secretary of State or his Special or other officer appointed in this behalf may direct.

Now therefore I hereby acknowledge the receipt of possession of the said crop on behalf of and as agent or servant of the said Secretary of State.

And I do hereby agree to hold the said crop on behalf of and as such agent or servant of the said Secretary of State and properly to manure, water and rear the said crop and to convert it when ready into jagri and to bring the jagri to such place as the said Secretary of State or his Special or other officer appointed in this behalf may direct.

* These words may be added in case the borrower is only a lessee of the land or in case the land is already mortgaged to third persons, if Sureties are considered necessary by the Special or other officer appointed in this behalf by Government.

And in case of my making any default in the proper discharge of any of the aforesaid duties, of which default the said Special or other officer shall alone be the judge, I do hereby agree forthwith to make good to the said Secretary of State the amount of any damage resulting therefrom, of which amount the said Special or other officer shall alone be the judge, and in case of my making default in the payment of the said amount I do hereby further agree that the said amount shall be recoverable from me as an arrear of land-revenue as provided by section 187 of the Bombay Land Revenue Code, 1879.

(Borrower's signature)

(Witnesses)

Appendix B.

Whereas by a security bond dated , I , profession residing at the village of in the taluka of , in the district of , bound myself to repay to the Secretary of State for India in Council certain loans advanced in respect of a sugarcane crop in the holding therein mentioned.

And whereas I have this day received from the said Secretary of State a further loan of Rs. in respect of the said crop.

Now therefore, I acknowledge the receipt of the said loan of Rs. this day of one thousand nine hundred and as a loan recoverable and secured under and as provided in the security bond aforesaid.

(Borrower's signature)

(Witnesses).

RULES REGARDING THE MAKING OF LOANS

Notn. No. 2678, F.D., 13th Sept. 1916, B. G. 1916, Pt. I, p. 2116, as amended by Notns. No. 1032, F.D., 3rd Apr. 1917 ; No. 3703-A, F.D., 27th Nov. 1917 ; No. K-17-A, F.D., 17th Nov. 1920 ; No. 258-A, F.D., 13th Apr. 1921 and No. P-292, F.D., 26th June 1922.

In exercise of the powers conferred by section 4 of the Agriculturists' Loans Act, 1884 (XII of 1884), and in supersession of Government Notification in the Revenue Department No. 678, dated the 27th January 1886, as subsequently amended, the Governor in Council is pleased to make the following rules regarding the making of loans under the said Act, namely :—

1. (1) These rules may be called the Agriculturists' Loans Rules, 1916.

(2) In these rules " the Act " means the Agriculturists' Loans Act, 1884.

2. The powers of granting loans under these rules may be exercised by the following officers in the areas specified below :—

(*a*) in the districts where the Gujarat Talukdars' Act, 1888 (Bom. VI of 1888), is in force, the Talukdari Settlement Officer, with reference to all immoveable property under his management, shall exercise the powers of a Collector ;

(*b*) in the Akrani Paragna the Divisional Forest Officer shall exercise the powers of a Collector, and the Range Forest Officer those of a Mahalkari ;

(*c*) in the Dangs, the Assistant Political Agent shall exercise the powers of an Assistant or Deputy Collector in charge of a taluka and the Political Agent, Surat, those of a Collector ;

(*d*) in Chopda, Raver and Yaval talukas of the East Khandesh district and in the North Khandesh and West Khandesh divisions of the West Khandesh District, for Forest Settlements, the Divisional Forest Officer shall exercise the powers of an Assistant or Deputy Collector in charge of a taluka ;

(*dd*) in the North Khandesh Division of the West Khandesh District, for Forest Settlements, the Range Forest Officers of Shirpur East, Shirpur West, Shahada and Taloda shall in their respective ranges exercise the powers of a Mahalkari ;

(*e*) in any area in which the Collector considers famine to be prevalent every officer in receipt of a salary of not less than Rs. 60 per mensem whom the Collector shall appoint in this behalf shall, with reference to the area for which he is so appointed, be deemed to be an Assistant or Deputy Collector in charge of a taluka.

3. Government may, by general or special order, appoint any person to perform, for the purposes of these rules, the duties of a Collector, an Assistant or Deputy Collector in charge of a taluka, a Mamlatdar, or Mahalkari.

4. Loans may be granted to holders of arable land for the following objects :—

(*a*) purchase of seed, seedlings, fodder, cattle, agricultural stock, agricultural implements, including mots (well-buckets), ropes, jumping bars, manure and hire of cattle or agricultural implements ;

(*b*) rebuilding houses destroyed by fire or flood or any other calamity ;

(*c*) maintenance of the cultivators while engaged in sowing and tilling their lands prior to the next crop ;

(*d*) any other purpose not specified in the Land Improvement Loans Act, 1883, connected with agricultural objects.

5. (1) Applications may be presented to any Revenue Officer not below the rank of an Aval Karkun.

(2) The applications may be made in writing in the application form, hereto annexed ; or if orally made, shall be reduced to writing by the officer in that form. Blank copies will be supplied free to intending applicants.

(3) When the security offered is land, extracts from the Record of Rights relating thereto must be attached to the application.

(4) Provided that when there is a joint application by a number of inhabitants of one village for an advance to be taken jointly and severally under a *joint* bond or severally upon a *common* bond, there need be no separate application from each applicant, but the necessary particulars will be compiled in the schedules to Bond Forms Nos. 2 and 3.

6. Loans may be granted by the authorities and to the extent specified in the following table :—

Authority.	Amount in rupees.	
	Presidency excluding Sind.	Sind.
Collector with previous sanction of Commissioner.	Exceeding 500	Exceeding 1,000
Collector ..	Not exceeding 500	Not exceeding 1,000
Assistant or Deputy Collector in charge of a taluka.	200	500
Mamlatdar specially authorised by Collector	100	....
Any Mamlatdar or Mahalkari or extra Aval Karkun.	50	200

7. (1) The officer entertaining the application shall either make an enquiry himself, or cause one to be made by a Revenue Officer not below the rank of an Aval Karkun, for the purpose of ascertaining the particulars in the application form.

(2) A Mamlatdar may, by general or special order, direct his Aval Karkun to enquire, or send any application to him for enquiry. If any application is made to an Aval Karkun, he may, if the Mamlatdar has authorised him by general or special order, complete the enquiry and forward the application with his recommendation to the Mamlatdar for disposal.

8. (1) The objections, if any, submitted to the officer who received the application, or to the enquirer, shall be disposed of by such officer at the time when he makes the local enquiry, if he makes it himself, and, if not, upon receipt of the report of the officer who made it. He shall then record the particulars of the objections and of his orders thereon in the appropriate space in the application form.

(2) If the officer who receives the application is empowered by rule 6, he may himself grant or refuse the loan. Otherwise he shall forward the application, with his report and recommendation thereon, through the usual channel, to the Mamlatdar, Assistant or Deputy Collector in charge of the taluka, Collector, or Commissioner, as the case may be.

9. No loan may be granted unless the grantor shall be satisfied of the sufficiency of the security with a margin for safety.

10. (1) Moveable property shall rarely be accepted as security. Personal security may be accepted, even that of one person, provided that his solvency is certain.

(2) If the sureties are more than one they should preferably be required to bind themselves jointly and severally.

(3) Except in times of scarcity or famine, loans shall not be given to persons who are in arrears for Government dues of any kind, unless the grantor is quite satisfied of the amplitude of the security.

(4) When the amount of a loan is large, the security of immoveable property should almost invariably be taken.

11. Interest shall ordinarily be charged on all loans at $8\frac{1}{3}$ per cent. per annum, but Government on the recommendation of Commissioner, in any case may sanction a reduced rate, or no interest.

12. The order granting a loan shall be endorsed on the application, if separate, and also be made out in any of the Forms 1 to 3 hereto annexed suitable to the case, and shall, at the time of or before the issue of the loan or the first instalment of it, be signed by the applicant and other persons concerned in token that he and they understand and agree to the conditions contained therein.

13. The following are prescribed as the maximum periods over which repayments may be permitted to extend :—

———	By Grantor.	By specially empowered Mamlatdar or by Assistant or Deputy Collector in charge of a taluka.
	Years.	Years.
Seed and manure and hire of cattle ..	1	2
Khavti, weeds, fodder, trial-pits, leather-mots, clearing silt and similar purposes ..	2	4
For cattle or for house-building or for implements of a durable type ..	4	8

14. An instalment should be suspended whenever from causes beyond the borrower's control his crops fail to such an extent as to render the payment unduly burdensome to him. Whenever suspensions of land revenue are granted, general suspensions of loans should be granted at the same time and to the same extent so that when only one-half of the land revenue is suspended, only one-half of the current instalment should be suspended. Unless the season is bad enough to justify general suspensions of land revenue, *general* suspensions of loans will not be justifiable. In case of general suspensions of loans it will be in the Collector's discretion, with the sanction of Government, to except any class of persons from the operation of the order.

15. Where an advance has been granted on condition that if any land mortgaged as security for the advance is transferred the whole

amount outstanding may be recovered immediately, this condition shall not be enforced if the transferree at the discretion of the grantor either pays the amount outstanding or executes a fresh bond mortgaging the land as security for repayment of the amount outstanding.

16. The grantor, if at any time satisfied that the borrower has failed to comply with any of the conditions—

(*a*) shall, if the failure appears to be due to the misapplication of the loan, and

(*b*) may, if the failure is due to any other cause, after recording in writing the grounds of his decision,

proceed to recover under the provisions of section 5 any sum still payable by such person.

17. (1) When any loan or portion of a loan is found to be irrecoverable; it may be written off by the Collector—

(*a*) if the amount is Rs. 100 or less, of his own authority;

(*b*) if the amount exceeds Rs. 100, with the previous sanction of the Commissioner.

(2) The Collector shall report to the Commissioner in the half-yearly return all sums written off, giving reasons for each sum ordered to be written off by him under clause (*a*) of sub-rule (1).

18. The accounts for all loans shall be kept in such form as Government may, from time to time, prescribe.

FORM OF APPLICATION.

I.—Applicant's name and residence.

II.—Amount and object of loan.

III.—Nature of security, whether personal or otherwise.

Date

Applicant's signature.

Notes.—(1) This application may be made to any Revenue officer not lower in rank than an Aval Kárkun free of Court-fee stamp.

(2) Interest at 8¾ per cent. per annum will be charged on the loan and instalments will be distributed over a number of years not exceeding 20.

INQUIRY FORM.

Particulars to be filled in by inquirer after verifying the details in the application.

[At whatever stage of the inquiry it appears that the loan cannot be granted, the inquirer should stop and endorse the reason and cease filling up any more of the particulars.]

IV.—Status of the applicant as in column 10 of Village Form No. VI; if he has no right to make the improvement, does the superior holder consent to the loan?

V.—Is he a Government servant or a member of a co-operative society? Or tenant of an Inámdar or Khot, or a Watandar in respect of the land offered?

VI.—Security offered :—

(1) If the land itself, the value of the applicant's interest in it;

(2) if personal, the names and status of the surety or sureties and the value of their immoveable property;

(3) if property other than the land itself, its nature, Survey No., area, assessment (and Judi), and value and extent of pre-existing encumbrances.

VII.—Outstanding balance, if any, *e.g.*, Land Revenue, Tagai, Irrigation, *vide* Village Form No. VIII-B, Tagai Form No. IV, and Irrigation Accounts.

VIII.—Whether the loan should be advanced in one lump sum or in instalments.

IX.—Period within which the work is to be completed or object carried out.

X.—Repayment :—

(1) Amount of instalment (consolidating principal and interest).

(2) Period of repayment.

(3) Signatures in token of correctness of, and consent to, the above particulars :—

(1) applicant,

(2) personal surety,

(3) person pledging collateral security,

(4) attesting officer.

XI.—List of papers to be annexed :—

(1) Extracts from Record of Rights, and Village Forms Nos. VI and VII.

(2), Deeds, if any, presented.
(3) Panchnamas or officer's own figured estimates as to value of collateral security.

XII.—Opinion and recommendation in the inquirer's own hand :—
Note :—The inquirer should, among other remarks, particularly make a note as to the Applicant's character for thrift and regularity in fulfilling his obligations (see VII above).

Submitted for sanction to

Mámlatdár or other Inquirer.

XIII.—Sanctioned for Rs. (in words)
Date

Grantor.

FILED.

Date Mámlatdár or Mahálkari.

BOND FORM NO. 1.

Order granting a loan under the Agriculturists' Loans Act, 1884.

a—*a* To be cancelled where there is none.

Details of previous loan (s) outstanding.						
Date of loan.	Amount of loan.	Principal.	Rate of Interest.	Interest.	Total.	Remarks.

Total outstanding.

b Here describe in detail the object of the loan.

WHEREAS *A B* of (hereinafter called the Borrower) has applied for a loan under the Agriculturists' Loans Act, 1884 ;

a 2. [AND WHEREAS the Borrower has previously been granted $\frac{\text{a loan}}{\text{loans}}$ under the said Act and the amount now outstanding against the Borrower on account of the said previous loan (s) is as detailed in the margin AND the Borrower has agreed to repay the said previous and present loans with interest in fixed instalments]. *a*.

3. THIS ORDER WITNESSES that a loan of rupees (Rs.) is hereby granted to the Borrower at simple interest of $8\frac{1}{3}$ per cent. per annum for the PURPOSE of *b*.

c—*c* To be cancelled where there is none.

Details of instalments.			
Serial No.	Date.	Amount.	Remarks.

4. REPAYABLE with interest and the costs of granting the present loan *c* [together with the principal, interest and costs outstanding on the said previous loan(s)] *c* in fixed instalments of the amounts and on the dates mentioned in the margin, such instalments to be credited to interest and principal in such proportion and amounts as shall from time to time be fixed by the Revenue authorities subject to the control of Government until the whole of the dues outstanding shall have been repaid (Provided that any further interest simple or compound which may be chargeable for delay in payment in accordance with the rules under the said Act shall be recoverable in addition to the said fixed instalments).

5. THIS LOAN is granted subject to the provisions of the said Act and the Rules for the time being in force thereunder and to the following CONDITIONS, namely :—

(1) This loan shall be applied solely to the purpose for which it is granted.

(2) The $\frac{\text{work}}{\text{object}}$ for the purpose of which this loan is granted shall be $\frac{\text{completed}}{\text{carried out}}$ before the day of or the subsequent date to which an extension of time may be granted by the grantor.

(3) Neither the Borrower nor his heirs executors administrators or assigns shall transfer by way of mortgage sale gift partition or otherwise any land mortgaged as security for this loan.

(4) The statement $\frac{\text{of the encumbrances}}{\text{that there are no encumbrances}}$ now existing on the land mortgaged by the Borrower as security for this loan (which statement is appended to the mortgage deed endorsed hereon) is true and complete.

(5) Any instalment of this [and previous] loan(s) shall be payable on such earlier date than the date hereinbefore fixed in that behalf as may be fixed in any year by the Sub-divisional Officer having regard to any exceptional agricultural conditions in the year (as to which conditions his decision shall be final).

(6) Any instalment of this [and previous] loan(s) may be increased to such amount not exceeding double the amount hereinbefore fixed as may be determined in any year by the Sub-divisional Officer having regard to any exceptional agricultural conditions in the year (as to which conditions his decision shall be final).

6. The amount of this loan shall be paid to the Borrower on production of a certified copy of this Order at the Treasury at in the following instalments :—

Date Amount

7. In default of the due observance by the Borrower of any of the foregoing conditions or if any instalment is not paid within one month of the date fixed for its payment, the whole of the amounts for the time being outstanding against the Borrower may be recovered immediately notwithstanding that the period fixed for repayment has not elapsed.

Dated this day of

(Signature of Grantor or of Mamlatdar, if the Assistant or Deputy Collector is the Grantor).

* * * * * * *

Agreement by endorsement, to be executed by the Borrower.

8. I agree to all the conditions in the above-written order.

Thumb print of Borrower.

(Signature of Borrower.)

(Signatures of witnesses.)

* * * * * * *

Suretyship Bond by endorsement.

9. We, *E F* and *G H* of are SURETIES for the said *A B* and do hereby agree that if the said *A B* shall make default in payment of $\frac{\text{the loan now advanced to him}}{\text{his total tagai outstandings.}}$ or any portion thereof at any time when the same shall become payable, then the amount of the default shall be recoverable from us jointly and severally.

Dated this day of

Thumb prints.

(Signatures of Sureties.)

Thumb prints.

(Signatures of witnesses.)

Mortgage by endorsement of land offered as security.

Mortgagor is Borrower.

Village.	Survey No.	Area.	Remarks.

10. I, the abovementioned *A B*, hereby agree to repay to the Secretary of State $\frac{\text{the loan now advanced to me}}{\text{my total tagai outstandings}}$ and in consideration of the same and as security for the due repayment thereof I hereby mortgage to the Secretary of State the lands specified in the margin *x* [to which I am absolutely entitled free from encumbrances]. *x*

x—x Where the Borrower or Mortgagor is not the absolute owner or the property has been previously encumbered, the nature of his interest or the details of such encumbrances should be entered in lieu of the words in brackets.

11. AND in the event of my making default in payment of any portion of the said monies on any of the dates fixed in or under the above written Order for payment, I hereby agree that the Secretary of State shall be at liberty to cause the said lands to be sold and the proceeds to be applied in payment of the whole amount outstanding at the time of sale.

12. AND I further agree that it shall be lawful for the Secretary of State to cause the said lands to be sold without the intervention of the Court under section 69 of the Transfer of Property Act, 1882, in either of the following cases, namely :—

(*a*) Where the said monies or any part thereof have become due and notice in writing requiring payment thereof has been served upon me and I have made default in payment for three months after such service, or

(*b*) Where some interest on the loan(s) referred to in the said Order amounting to at least five hundred rupees (Rs. 500) is in arrears and unpaid for three months after becoming due.

Dated this day of

_____

(Signature of Borrower.)

Thumb print.

_____

(Signatures of

_____ _____ two witnesses).

* * * * * * *

Mortgage by endorsement of land offered as security.

Mortgagor is some person other than Borrower.

Village.	Survey No.	Area.	Remarks.

13. In consideration of the monies advanced to the abovementioned *A B* and referred to in the above written order, and as security for the due repayment of the same, I hereby mortgage to the Secretary of State the lands specified in the margin *x* [to which I am absolutely entitled free from encumbrances.]*x*.

x—x Where the Mortgagor is not the absolute owner or the property has been previously encumbered, the nature of his interest or the details of such encumbrances should be entered in lieu of the words in brackets.

14. AND in the event of the said *A B* making default in payment of any portion of the said monies on any of the dates fixed in or under the said Order for payment, I hereby agree to pay to the Secretary of State the amount of the default, AND I also agree that in the event of my making default in any such payment the Secretary of State shall be at liberty to cause the said lands to be sold and the proceeds to be applied in payment of the amount of the said default.

15. AND I further agree that it shall be lawful for the Secretary of State to cause the said lands to be sold without the intervention of the Court under section 69 of the Transfer of Property Act, 1882, in either of the following cases, namely :—

(*a*) Where the said monies or any part thereof have become due and notice in writing requiring payment thereof has been served upon me and I have made default in payment for three months after such service, or

(*b*) Where some interest on the loan(s) referred to in the said Order amounting to at least five hundred rupees (Rs. 500) is in arrears and unpaid for three months after becoming due.

Dated this day of

(Signature of mortgagor.)

Thumb print.

(Signatures of two witnesses.)

BOND FORM No. 2.

Order granting a joint loan under the Agriculturists' Loans Act, 1884.

WHEREAS the persons mentioned in column 2 of Schedule A hereto as Borrowers (hereinafter called the Borrowers) being residents of in the taluka of and district of have applied for a loan under the Agriculturists' Loans Act, 1884.

a—*a* Cancel where there are none.

a 2. [AND WHEREAS the Borrowers (or some, or one, of the Borrowers) $\frac{\text{has}}{\text{have}}$ previously been granted $\frac{\text{a loan}}{\text{loans}}$ under the said Act and the amount now outstanding on account of the said loan(s) is as detailed in column 3 of Schedule A.] *a*.

3. AND the Borrowers have agreed to be jointly and severally liable for the payment of $\frac{\text{the said previous and present loans}}{\text{the loan now granted to them}}$ with interest in fixed instalments.

4. THIS ORDER WITNESSES that a loan of the total amount of rupees (Rs.) is hereby granted to the Borrowers at simple interest of $8\frac{1}{3}$ per cent. per annum FOR THE PURPOSES respectively specified in column 6 of Schedule A.

b—*b* To be cancelled where there is no previous loan outstanding.

Details of instalments of total amount to be paid jointly and severally by the Borrower.			
Serial No.	Date.	Amount.	Remarks.

5. REPAYABLE with interest and the costs of granting the present loan *b* [together with the principal, interest and costs outstanding on the said previous loan(s) *b* in fixed instalments of the aggregate amounts and on the dates specified in the margin, such instalments to be credited to interest and principal in such proportion and amount as shall from time to time be fixed by the Revenue authorities subject to the control of Government until the whole of the dues outstanding shall have been repaid (Provided that any further interest simple or compound which may be chargeable for delay in payment in accordance with the rules under the said Act shall be recoverable in addition to the said fixed instalments).

6. THIS LOAN shall be paid to the Borrowers on production of a certified copy of this Order at the Treasury at in the amounts specified in respect of each Borrower and on the dates and in the instalments mentioned in column 8 of Schedule A.

7. THIS LOAN is granted subject to the provisions of the said Act and the Rules for the time being in force thereunder and to the following CONDITIONS namely :—

(1) As to the repayment of the aggregate principal amount of the loan now granted, each of the Borrowers is as among the Borrowers themselves liable for and bound to contribute the amount specified in column 4 of Schedule A ;

(2) As to the payment of the aggregate instalments hereinbefore mentioned, which are inclusive of principal, interest and costs of the loan now granted (and previous loans outstanding) each of the Borrowers is as among the Borrowers themselves liable for and bound to contribute (subject to condition 7) the amount specified in column 5 of Schedule A in respect of each Borrower and such amounts shall (subject to condition 6) be payable on the dates hereinbefore mentioned for the payment of each aggegate instalment ;

(3) All the Borrowers are nevertheless jointly and severally liable for and bound to repay to Government the total amount of the loan now granted with interest and costs (together with the total amount outstanding on the previous loans hereinbefore referred to with interest and costs), and the total amount so payable shall (subject to conditions 6 and 7) be payable in the aggregate in the instalments and on the dates hereinbefore specified ;

(4) This loan shall be applied solely to the purposes for which it is granted ;

(5) The $\frac{\text{works}}{\text{objects}}$ for the purpose of which this loan is granted shall be $\frac{\text{completed}}{\text{carried out}}$ before the day of or the subsequent date to which an extension of time may be granted by the grantor ;

(6) Any instalment of this [and previous] loan(s) shall be payable on such earlier date than the date herein fixed in that behalf as may be fixed in any year by the Sub-divisional Officer having regard to any exceptional agricultural conditions in the year (as to which conditions his decisions shall be final) ;

(7) Any instalment of this [and previous] loan(s) may be increased to such amount not exceeding double the amount hereinbefore fixed as may be determined in any year by the Sub-divisional Officer having regard to any exceptional agricultural conditions in the year (as to which conditions his decision shall be final).

8. In default of the due observance by any of the Borrowers of any of the foregoing conditions, or if any instalment is not fully paid within one month of the date fixed for its payment, the whole of the amounts outstanding against the Borrowers may be recovered immediately from the Borrowers jointly and severally, notwithstanding that the period fixed for repayment has not elapsed.

* * * * * *

9. WE the persons who have signed our names or whose thumb impressions have been recorded in column 9 of the under written Schedule A hereby agree to all the terms and conditions of the above written Order and to the particulars specified in the under written Schedule A and accept the same as correct and our signatures or thumb impressions hereunder made witness this our agreement and acceptance.

10. AND we further agree that when any disbursement has been made to any of us, the signature or thumb impression of the recipient if made or recorded in Schedule B hereunder written shall be evidence of his having duly received such disbursement to the amount therein specified.

Schedule A.

1	2	3					4	5		6
		Detail balances of previous loans still unrecovered.						Consolidated instalments (including principal, interest and costs of previous and present loans) for which the Borrowers are respectively liable as between themselves.		
Serial number.	Name and Account No. of Borrowers.	*a*	*b*	*c*	*d*	*e*	Portions of present loan for repayment of which the Borrowers are respectively liable as between themselves.	No.	Amount of each.	Purpose for which present loan is granted.
		Date.	Amount.	Rate of interest.	Principal.					

7			8						9	10
Details of land in occupation of Borrower.			Instalments in which the loan is to be disbursed.							
			1st.		2nd.		3rd.			
Survey No.	Area.	Assessment.	Amount.	Date.	Amount.	Date.	Amount.	Date.	Signature or thumb impressions of Borrowers.	Remarks.

Schedule B.

Serial number.	Name of person to whom the disbursement is made.	Date of first disbursement.	Amount.	Signature or thumb impression of person receiving disbursement.	Signature of disbursing officer.	Date of second disbursement.	Amount.	Signature or thumb impression of person receiving disbursement.	Signature of disbursing officer.	Date of third disbursement.	Amount.	Signature or thumb impression of person receiving disbursement.	Signature of disbursing officer.
1	2	3	4	5	6	7	8	9	10	11	12	13	

Dated this day of

(Signature of Grantor or of Mamlatdar, if the Assistant or Deputy Collector is the Grantor.)

BOND FORM No. 3.

Order granting loans under the Agriculturists' Loans Act, 1884, to a number of borrowers in severalty.

WHEREAS each of the persons mentioned in column 2 of Schedule A hereto as Borrowers) hereinafter called the Borrowers), being residents of in the taluka of and district of has applied for a loan under the Agriculturists' Loans Act, 1884 :

a—*a* To be cancelled where there are no previous loans outstanding.

a 2. [AND WHEREAS the Borrowers (or some, or one, of the Borrowers) $\frac{\text{has}}{\text{have}}$ been previously granted $\frac{\text{a loan}}{\text{loans}}$ under the said Act and the amount now outstanding on account of the said loan(s) is as detailed in column 3 of Schedule A AND each of the Borrowers to whom a loan has previously been granted has agreed to repay the said previous and present loans with interest in fixed instalments] *a*.

3. THIS ORDER WITNESSES that a loan is hereby granted to each of the Borrowers of the amount stated in column 4 of Schedule A opposite the

name of each Borrower at simple interest of 8½ per cent. per annum FOR THE PURPOSES respectively specified in column 7 of the same Schedule.

b—b To be cancelled where there are no previous loans outstanding.

4. REPAYABLE in each case with interest and the costs of granting the present loan *b*[together with the principal, interest and costs outstanding on the said previous loans]*b* in fixed instalments of the amounts and on the dates specified in column 5 of Schedule A, such instalments to be credited to interest and principal in such proportion and amount as shall from time to time be fixed by the Revenue authorities subject to the control of Government until the whole of the dues outstanding in each case shall have been repaid (Provided that any further interest, simple or compound, which may be chargeable fordelay in payment in accordance with the rules under the said Act shall be recoverable in addition to the said fixed instalments).

5. Each of these loans is granted subject to the provisions of the said Act and the Rules for the time being in force thereunder and to the following CONDITIONS, namely :—

(1) Each of these loans shall be applied solely to the purpose for which it is granted.

(2) The $\frac{\text{works}}{\text{objects}}$ for the purposes of which these loans are granted shall be $\frac{\text{completed}}{\text{carried out}}$ before the date specified in column 8 of Schedule A hereto in respect of each loan, or the subsequent date to which an extension of time may be granted by the Officer granting the loan.

(3) None of the Borrowers, their heirs, executors, administrators or assigns shall transfer by way of mortgage, sale, gift, partition or otherwise any land mortgaged as security for these loans.

(4) The $\frac{\text{details of the encumbrances}}{\text{statements that there are no encumbrances}}$ now existing on the lands mortgaged by the Borrowers as security for these loans (which statements are contained in column 10 of Schedule A) are true and complete.

(5) Any instalment of any of these (and previous) loans shall be payable on such earlier date than the date herein fixed in this behalf as may be fixed in any year by the Sub-divisional Officer having regard to any exceptional agricultural conditions in the year (as to which conditions his decision shall be final).

(6) Any instalment of these (and previous) loans may be increased to such amount not exceeding double the amount herein

fixed as may be determined in any year by the Sub-divisional Officer having regard to any exceptional agricultural conditions in the year (as to which conditions his decisions shall be final).

6. In default of the due observance by any one of the Borrowers of any of the foregoing conditions, or if any instalment is not paid by any Borrower within one month of the date fixed for its payment, the whole of the amounts for the time being outstanding against such Borrower may be recovered immediately, notwithstanding that the period fixed for payment has not elapsed.

7. These loans shall be paid to the Borrowers on production of a certified copy of this Order at the Treasury at on the dates and in the instalments specified in respect of each Borrower in column 18 of Schedule A.

* * * * * * *

8. EACH OF US the persons mentioned as Borrowers in column 2 of Schedule A hereunder written who have signed our names or whose thumb impressions have been recorded in column 13 of the said Schedule hereby agrees to all the terms and conditions of this Order and to the particulars specified in the said Schedule A so far as the said terms, conditions and particulars apply in respect of the loan granted to him, and each of us accepts the same as correct and his signature or thumb impression made in the said column 13 witnesses this his agreement and acceptance.

9. AND each of us further agrees that when any disbursement has been made to him, his signature or thumb impression, if made or recorded in Schedule B hereunder written, shall be evidence of his having duly received such disbursement to the amount therein specified.

* * * * * * *

Suretyship agreement.

10. WE the persons who have signed our names or made our thumb impressions in column 14 of the underwritten Schedule A as sureties, opposite the names of the Borrowers entered in column 2 of the same, hereby declare that we are, as to any one or any two or more of us whose names or thumb impressions are entered opposite the name of any Borrower, sureties for such Borrower and every one and every two or more of us so entered does and do hereby agree that if the said Borrower shall make default in payment or $\frac{\text{the loan now advanced to him}}{\text{his total tagai outstandings}}$ at any time when the same shall become payable, then the said monies shall be recoverable from us jointly and severally AND we hereby declare that our signatures

or thumb impressions made in column 14 of the said Schedule are evidence of this our agreement.

* * * * * * *

Mortgage agreement (as to mortgages by Borrowers).

11. EACH OF US Borrowers who has signed his name or whose thumb impression has been recorded in column 11 of the underwritten Schedule A does hereby agree to repay to the Secretary of State $\frac{\text{the loan now advanced to him}}{\text{his total tagai outstandings}}$, and in consideration of the same and as security for the due repayment thereof each such Borrower hereby mortgages to the Secretary of State the land specified opposite his name in column 9 of the said Schedule A in which lands he has the interest specified in column 10 of the said Schedule.

12. AND in the event of his making default in payment of any portion of the said monies on any of the dates fixed in or under the above-written Order for payment each such Borrower hereby agrees that the Secretary of State shall be at liberty to cause the said lands to be sold and the proceeds to be applied in payment of the whole amount outstanding against him at the time of sale; AND he the Borrower and each such Borrower further agrees that it shall be lawful for the Secretary of State to cause the said lands to be sold without the intervention of the Court under section 69 of the Transfer of Property Act, 1882, in either of the following cases, namely :—

(*a*) Where the said monies or any part thereof have become due and notice in writing requiring payment thereof has been served on the Borrower and he has made default in payment for three months after such service, or

(*b*) Where some interest on the loan(s) granted to the Borrower amounting to at least five hundred rupees (Rs. 500) is in arrears and unpaid for three months after becoming due.

13. AND each such Borrower hereby lastly agrees and declares that his signature or thumb impression made in column 11 of the said Schedule A hereunder written is evidence of this his agreement.

* * * * * * *

Mortgage agreement (as to mortgages by persons other than Borrowers).

14. EACH OF US being the persons who have signed our names or whose thumb impressions have been recorded in column 16 of the underwritten Schedule A as Mortgagors hereby agrees as follows namely :—

In consideration of the monies advanced to each Borrower (opposite whose name each Mortgagor has made his signature or thumb impression

and hereinafter referred to in this agreement as the Borrower) and as security for the due repayment of the same, each such Mortgagor hereby mortgages to the Secretary of State the lands specified opposite his name in column 15 of the said Schedule A ;

AND in the event of the Borrower making default in payment of any portion of the said monies on any of the date fixed in or under the said Order for payment, each such Mortgagor hereby agrees to pay to the Secretary of State the amount of the default ; AND each such Mortgagor also agrees that in the event of his making default in any such payment the Secretary of State shall be at liberty to cause the said lands to be sold and the proceeds to be applied in payment of the amount of the said default ; AND each such Mortgagor further agrees that it shall be lawful for the Secretary of State to cause the said lands to be sold without the intervention of the Court under section 69 of the Transfer of Property Act, 1882, in either of the following cases, namely :—

(*a*) Where the said monies or any part thereof have become due and notice in writing requiring payment thereof has been served on the Mortgagor and he has made default in payment for three months after such service, or

(*b*) Where some interest on the loan(s) granted to the Borrower amounting to at least five hundred rupees (Rs. 500) is in arrears and unpaid for three months after becoming due :

AND each such Mortgagor lastly agrees and declares that his signature or thumb impression made in column 16 of the said Schedule A hereunder written is evidence of this his agreement.

* * * * * * *

Declaration by attesting witnesses.

15. WE the persons who have signed our names or whose thumb impressions have been recorded in column 12 and column 17 of Schedule A hereunder written as attesting witnesses hereby declare that we have and each of us declares that he has thereby attested the mortgage of the land described in column 9 or column 15 of the said Schedule by the persons mentioned in column 2 or column 16 of the said Schedule, as the case may be.

Schedule A referred to above.

1	2	3						4	5					
Serial Number.	Name and Account number of borrower.	Details of previous loans.						Amount of Principal of present loans.	Consolidated instalments [including principal, interest and costs of previous and present loans] in which repayment is to be made, with dates of payment.					
		a	*b*	*c*	*d*	*e*	*f*		1st.		2nd.		3rd.	
		Date.	Amount.	Principal outstanding.	Rate of interest.	Interest outstanding.	Total outstanding.		Amount.	Date.	Amount.	Date.	Amount.	Date.

6			7	8	9				10
Details of land in occupation of borrowers.			Purpose for which the loan is granted.	Date for completion of work or object of loan.	Land mortgaged by Borrower [all in the village of and taluka of and district of unless otherwise stated].				Statement of encumbrances [or that there are no encumbrances] and extent of interest of Borrower as to land in Col. 9.
Survey number.	Area.	Assessment.			Survey number.	Area.	Assessment.	Remarks.	

Schedule A referred to above—contd.

11	12	13	14	15				16	17						
Signature or thumb impression of Borrower in token of correctness of entries in Cols. 9 and 10 and in evidence of the mortgage.	Signatures or thumb impressions of attesting witnesses.	Signature or thumb impression of Borrower in token of assent to conditions of the Order.	Signatures or thumb impressions of sureties.	Land mortgaged by persons other than the Borrower.				Name, etc., and signature or thumb impressions of mortgagors of land entered in Col. 15.	Signatures or thumb impressions of attesting witnesses.	Instalments in which the loans are to be disbursed to the borrowers.					
										1st.		2nd.		3rd.	
				Survey number.	Area.	Assessment.	Remarks.			Amount.	Date.	Amount.	Date.	Amount.	Date.

Schedule B referred to above.

Particulars of Disbursements.

1	2	3	4	5	6	7	8	9	10	11	12	13	14
Serial Number.	Name of person to whom the disbursement is made.	Date of first disbursement.	Amount.	Signature or thumb impression of person receiving disbursement.	Signature of disbursing officer.	Date of second disbursement.	Amount.	Signature or thumb impression of person receiving disbursement.	Signature of disbursing officer.	Date of third disbursement.	Amount.	Signature or thumb impression of person receiving disbursement.	Signature of disbursing officer.

Dated this *day of*

(Signature of Grantor or of Mamlatdar, if the Assistant or Deputy Collector is the Grantor)